

CITY COUNCIL  
REFERRAL APPEAL FORM

DATE: January 7, 2016

TO: COUNCIL CHAIR

FROM: Councilmember Carol Fukunaga  
COMMITTEE CHAIR

RECEIVED  
CITY CLERK  
C & C OF HONOLULU  
2016 JAN -7 AM 11:11

BILL/RESOLUTION/COMMUNICATION AND SUBJECT:

Communication D-816 - Ocean Pointe Subdivision Area III A.

STATUS (Reading/PH):

Received December 14, 2015

CURRENTLY REFERRED TO  
COMMITTEE(S):

Public Works, Infrastructure and Sustainability

☐ DESIRED COMMITTEE(S)  
RE-REFERRED TO:

OR

☒ DIRECT REFERRAL TO COUNCIL  
FLOOR

Reason(s) for Appeal:

Preliminary reviews of the documents raise no issues that need to be addressed by the Committee.

Carol Fukunaga  
Committee Chair (Requestor)

\_\_\_\_\_  
Committee Chair

[Signature]  
Council Chair

JAN - 7 2016  
Date

Granted ☒  
Denied ☐

cc: Councilmembers  
City Clerk  
Council Assistance

DEPARTMENT OF DESIGN AND CONSTRUCTION  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 11<sup>TH</sup> FLOOR  
HONOLULU, HAWAII 96813  
Phone: (808) 768-8480 • Fax: (808) 768-4567  
Web site: [www.honolulu.gov](http://www.honolulu.gov)

KIRK CALDWELL  
MAYOR



ROBERT J. KRONING, P.E.  
DIRECTOR

MARK YONAMINE, P.E.  
DEPUTY DIRECTOR

LA 15-608.KA

December 14, 2015

The Honorable Ernest Y. Martin  
Chair and Presiding Officer  
and Members  
Honolulu City Council  
530 South King Street, Room 202  
Honolulu, Hawaii 96813

RECEIVED  
CITY CLERK  
C & C OF HONOLULU  
2015 DEC 14 PM 3:09

Dear Chair Martin and Councilmembers:

SUBJECT: Ocean Pointe Subdivision Area III A

We request your consideration of the ensuing dedication documents conveying roadways and easements for public use in Ewa. All improvements have been constructed, completed and certified as meeting City requirements.

As to roadways, pursuant to Ordinance 10-20 of the Revised Ordinances of Honolulu, the roadways shall be deemed accepted for dedication by the City Council, without further action by the Council, 30 days from the receipt by the Council of this letter attesting to the fact the roadways have been laid out, improved and approved in conformity with ROH Section 22-3.9 and the subdivision regulations. Also, accompanying this letter is a map showing the roadways and easements to be dedicated and copies of the documents conveying the roadways and easements.

- (1) Deed conveying roadway Lots 15933, 15934, 15935, and 15936.

As to easements, Ordinance 10-20 does not affect easements, therefore, we recommend that the grant documents be approved and accepted by the Council of the City and County of Honolulu, effective as of the date of recordation at the Bureau of Conveyances. We also recommend that the Mayor be authorized to execute the deed and grant on behalf of the City and County of Honolulu.

- (1) Grant of Sewer Easements 8374, 8377 and 8378.

DEPT. COM. 816

PWIS

The Honorable Ernest Y. Martin  
Chair and Presiding Officer  
and Members  
December 14, 2015  
Page 2

Upon completion, please forward the documents to the Department of Design and Construction, Land Division, for further processing.

Respectfully,



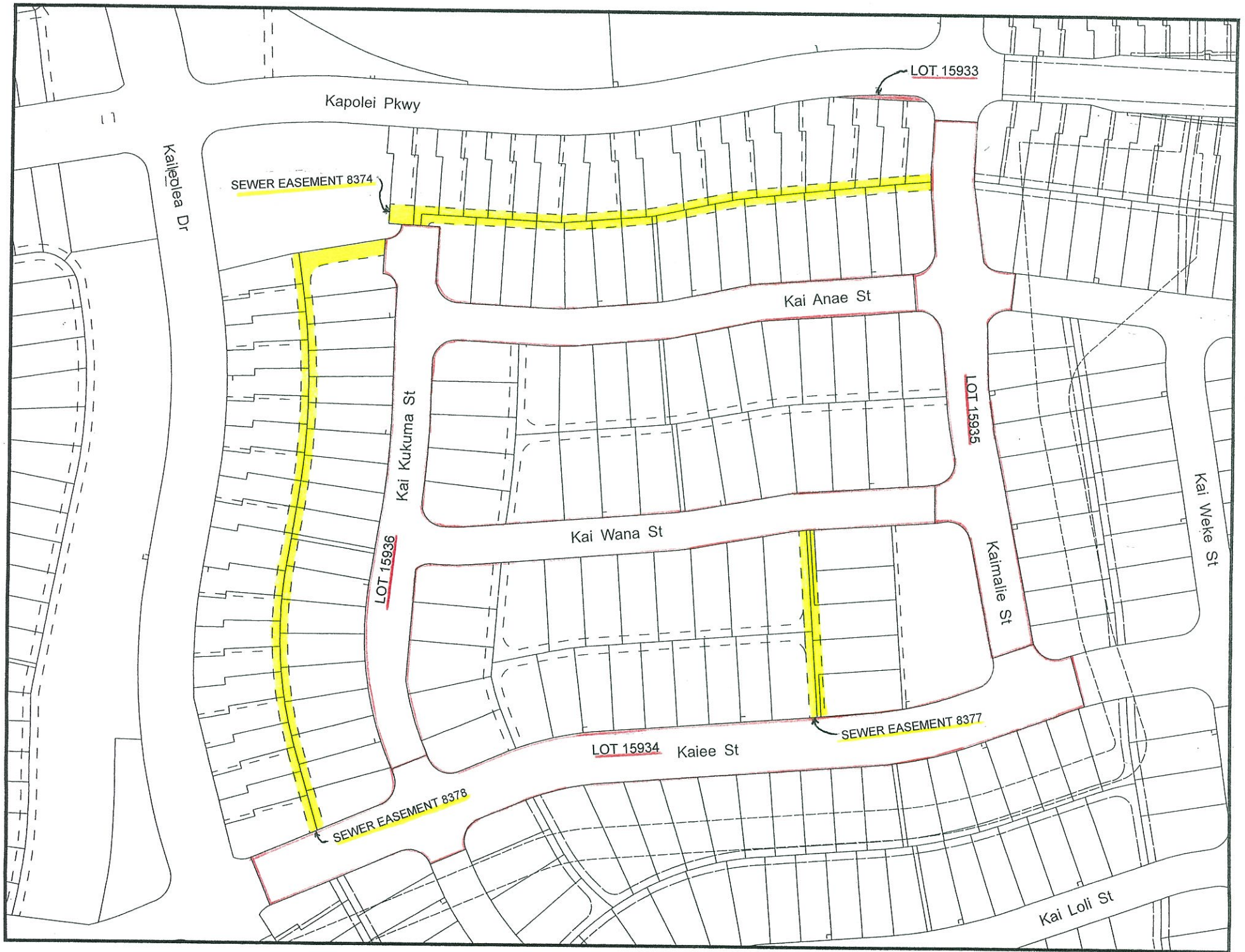
Robert J. Kroning, P.E.  
Director

Enclosures (17)

APPROVED:



Roy K. Amemiya, Jr.  
Managing Director



LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL ( ) OR PICKUP (✓)

DIVISION OF LAND SURVEY &  
ACQUISITION  
CITY AND COUNTY OF HONOLULU  
PHONE: 768-8724

TYPE OF DOCUMENT:

DEED AND PARTIAL CANCELLATION OF EASEMENTS AND RESTRICTIONS

PARTIES TO DOCUMENT:

GRANTOR: KE NOHO KAI DEVELOPMENT, LLC, A HAWAII LIMITED LIABILITY COMPANY

GRANTEE: CITY AND COUNTY OF HONOLULU  
HONOLULU HALE  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII 96813

TAX MAP KEY: (1) 9-1-131-139 (LOT 15933)  
(1) 9-1-131-140 (LOT 15934)  
(1) 9-1-131-141 (LOT 15935)  
(1) 9-1-131-142 (LOT 15936)

\\MFL\HK-Ocean Pointe\Area II\NDedication-Grants\City\Grant Deed for Roadways\IIIA\2009\_03-12).doc

(TOTAL PAGES: 8 )

Ocean Pointe Subd Area IIIA  
RIW Lots 15933, 15934,  
15935 & 15936

DEED AND PARTIAL CANCELLATION OF EASEMENTS AND RESTRICTIONS

THIS INDENTURE, made this 6<sup>th</sup> day of July, 2009, by and between KE NOHO KAI DEVELOPMENT, LLC, a Hawaii limited liability company, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii 96813, hereinafter called the "Grantee";

W I T N E S S E I H :

WHEREAS, the Grantor is the owner in fee simple of those certain parcels of land situate at Honouliuli, Ewa, Oahu, Hawaii, more particularly described in Exhibit "A" attached hereto and made a part hereof, subject to the encumbrances noted herein and in said Exhibit "A";

WHEREAS, Lots 15933 through 15936, inclusive, are currently subject to the restrictions, reservations, covenants, and conditions as described in that certain Trustee's Limited Warranty Deed dated September 5, 1984 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1255764, as confirmed and reaffirmed (collectively, the "Trustee's Limited Warranty Deed"), which provide that upon the dedication of said lots to the City and County of Honolulu, the State of Hawaii, or any other governmental entity, the restrictions, reservations, covenants and conditions affecting said lots shall automatically terminate without the necessity of any further action;

WHEREAS, Lots 15934 through 15936, inclusive, are currently subject to the restrictions, reservations, covenants, and conditions as described in that certain Limited Warranty Deed, dated December 22, 1989, and recorded in said Office as Land Court Document No. 1693437, as confirmed and reaffirmed (collectively, the "Limited Warranty Deed"), which provide that upon the dedication of said lots to the City and County of Honolulu, the State of Hawaii, or any other governmental entity, the restrictions, reservations, covenants and conditions affecting said lots shall automatically terminate without the necessity of any further action;

WHEREAS, Lots 15933 through 15936, inclusive, are also currently subject to that certain Construction Right of Entry and Temporary Grant of Easement, dated October 8, 2004, and recorded in said Office as Land Court Document No. 3192348 (the "HECO CROE"), which provides therein that it shall automatically terminate upon conveyance, grant or dedication of said lots to a governmental authority for use as a public road;

NOW, THEREFORE, the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the property described in said Exhibit A attached hereto.

And the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, its successors and assigns, forever.

And for the consideration aforesaid, the Grantor does hereby covenant and agree with the Grantee, its successors and assigns, that the Trustee's Limited Warranty Deed, the Limited Warranty Deed, and the HECO CROE are automatically terminated according to their terms, that the Grantor is seised in fee simple of the subject premises; that same are free and clear of and from all encumbrances, except as set forth in said Exhibit "A"; that the Grantor has good right to sell and convey the same unto the Grantee, and that the Grantor will WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons.


That when more than one person is involved in this Indenture, the terms "Grantor" and "Grantee" and related verbs and pronouns in the singular shall include the plural. Where and as appropriate, the masculine gender shall be deemed to include the feminine or neuter genders.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

KE NOHO KAI DEVELOPMENT, LLC,  
a Hawaii limited liability company

By HASEKO HOMES, INC.,  
a Hawaii corporation  
Its Manager

By   
Name: Tsutomu Sagawa  
Title: Executive Vice President

"Grantor"

CITY AND COUNTY OF HONOLULU,  
a municipal corporation of the State of Hawaii


By \_\_\_\_\_  
Name: KIRK CALDWELL  
Title: MAYOR

"Grantee"

APPROVED AS TO CONTENTS

  
Department of Facility Maintenance *JAC*

APPROVED AS TO FORM AND LEGALITY

  
Deputy Corporation Counsel  
MARILYN C. USHIJIMA

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
)  
)

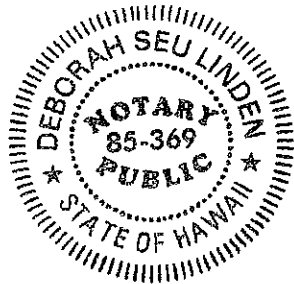
SS.

On this 6th day of July, 2009, in the First Circuit,  
State of Hawai'i, before me personally appeared Tsutomu Sagawa ~~X~~ personally  
Name of Signer

known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly  
sworn or affirmed, did say that such person is the Executive Vice President of HASEKO  
Corporate Title

HOMES, INC., a Hawaii corporation, as the Manager of KE NOHO KAI DEVELOPMENT, LLC, a  
Hawaii limited liability company, that said person executed the foregoing instrument identified or  
described as Deed and Partial Cancellation of Easements and Restrictions, as such person's  
free act and deed as having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated undated at time of notarization  
and contained 4 pages not counting notarization or exhibits pages at the time of this acknowledgment/certification.



Deborah Seu Linden

Notary Public, State of Hawaii

Deborah Seu Linden

Printed Name of Notary Public

My commission expires: 09/29/09

STATE OF HAWAII )  
 : ss.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me appeared KIRK CALDWELL, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated July 6, 2009, containing 8 pages, being a Deed and Partial Cancellation of Easements and Restrictions, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said KIRK CALDWELL acknowledged the instrument to be the free act and deed of said municipal corporation.

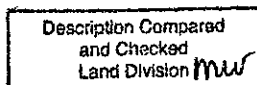
Notary Public, First Circuit of the State of  
Hawaii

**Print Name of Notary Public**

**My commission expires:**

## EXHIBIT A

All of those certain parcels of land situate at Honouliuli, District of Ewa, Oahu, State of Hawaii, more particularly described as follows:



Lot 15933, containing an area of 544 square feet;  
Lot 15934, containing an area of 79,517 square feet;  
Lot 15935, containing an area of 44,494 square feet; and  
Lot 15936, containing an area of 99,691 square feet;

all as shown on Map 1234, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of The Trustees Under the Will and of the Estate of James Campbell, Deceased.

Being the same premises described in and covered by Land Court Certificate of Title No. 738,884, issued to KE NOHO KAI DEVELOPMENT, LLC, a Hawaii limited liability company.

SUBJECT, HOWEVER, to the following:

1. AS TO ALL LOTS:

- a. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Unilateral Agreement and Declaration for Conditional Zoning, dated May 10, 1985, recorded in said Office of the Assistant Registrar as Land Court Document No. 1298651.
- b. The terms and provisions, including the failure to comply with any covenants, conditions, and reservations, contained in that certain Declaration of Covenants, Conditions, and Restrictions for Ocean Pointe (Residential), dated September 15, 1998, recorded as Land Court Document No. 2486145, as amended and/or supplemented by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Ocean Pointe (Residential), dated October 30, 1998, recorded as Land Court Document No. 2498586, that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Ocean Pointe (Residential), dated May 13, 2003, recorded as Land Court Document No. 2930015, that certain Tenth Supplemental Declaration of Covenants, Conditions, and Restrictions for Ocean Pointe (Residential), dated March 2, 2005, recorded as Land Court Document No. 3237189, and that certain Twelfth Supplemental Declaration of Covenants, Conditions, and Restrictions for Ocean Pointe (Residential), dated November 9, 2005, recorded as Land Court Document No. 3353862, as the same has been and/or may hereafter be amended and/or supplemented from time to time.
- c. The terms and provisions, including the failure to comply with any covenants, conditions, and reservations, contained in that certain Declaration of Covenants, Conditions, and Restrictions for Ke'alahi Kai, dated March 2, 2005, recorded as Land Court Document No. 3237190, and that certain First Supplemental Declaration of Covenants, Conditions, and Restrictions for Ke'alahi Kai, dated November 9, 2005, recorded as Land Court Document No. 3353863, as the

same has been and/or may hereafter be amended and/or supplemented from time to time.

- d. The terms and provisions, including the failure to comply with any covenants, conditions, and reservations, contained in that certain Declaration of Restrictive Covenants (Private Park), dated March 15, 2005, recorded as Land Court Document No. 3242284, and that certain First Supplemental Declaration of Restrictive Covenants (Private Park), dated November 9, 2005, recorded as Land Court Document No. 3353864, as the same may have been and/or may hereafter be amended and/or supplemented from time to time.

2. AS TO LOTS 15934 THROUGH 15936, INCLUSIVE:

- a. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
- b. The terms and provisions, including the failure to comply with any covenants, conditions, and reservations, contained in that certain Certificate and Authorization effective January 1, 1985, recorded as Land Court Document No. 1406639, made by M.S.M. & Associates, Inc., a Colorado corporation, and the Trustees under the Will and of the Estate of James Campbell, Deceased, acting in their fiduciary and not in their individual corporate capacities, regarding the reclassification of certain lands from Agricultural District to Urban District, as amended by that certain Declaration Regarding Order Granting in Part and Denying in Part Motion to Amend Decision and Order entered on September 21, 1984, dated and effective as of January 29, 1999, recorded as Land Court Document No. 2518877.
- c. The terms and provisions, including the failure to comply with any covenants, conditions, and reservations, contained in that certain Unilateral Agreement and Declaration for Conditional Zoning, dated November 29, 1993, recorded as Land Court Document No. 2091140, as amended by that certain Amendment to Unilateral Agreement and Declaration for Conditional Zoning, dated February 12, 2002, recorded as Land Court Document No. 2778785, and further amended by that certain Second Amendment to Unilateral Agreement and Declaration for Conditional Zoning, dated October 23, 2002, recorded as Land Court Document No. 2857087, with Consent and Joinder, dated November 1, 2002, attached thereto as Land Court Document No. 2857088.

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL ( ) OR PICKUP (✓)

DIVISION OF LAND SURVEY &  
ACQUISITION  
CITY AND COUNTY OF HONOLULU  
PHONE: 768-8724

TYPE OF DOCUMENT:

GRANT OF SEWER EASEMENTS

PARTIES TO DOCUMENT:

GRANTOR: KE NOHO KAI DEVELOPMENT, LLC, A HAWAII LIMITED LIABILITY COMPANY

GRANTEE: CITY AND COUNTY OF HONOLULU  
HONOLULU HALE  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII 96813

TAX MAP KEY(S) FOR PROPERTY

- (1) 9-1-131-001 TO 036, INCLUSIVE, 133 AND 135 (AS TO LOTS 15795 TO 15830, INCLUSIVE, 15927 AND 15929)
- (1) 9-1-131-072, AND 074 TO 078, INCLUSIVE (AS TO LOTS 15866, AND 15868 TO 15872, INCLUSIVE)
- (1) 9-1-131-092 TO 130, INCLUSIVE, 134 AND 138 (AS TO LOTS 15886 TO 15924, INCLUSIVE, 15928 AND 15932)

## GRANT OF SEWER EASEMENTS

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made this 6<sup>th</sup> day of July, 2009, by and between **KE NOHO KAI DEVELOPMENT, LLC**, a Hawaii limited liability company, of Honolulu, City and County of Honolulu, State of Hawaii, hereinafter called the "Grantor", and the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, whose principal place of business and post office address of which is Honolulu Hale, Honolulu, City and County of Honolulu, State of Hawaii 96813, hereinafter called the "Grantee";

### W I T N E S S E T H :

WHEREAS, Grantor is in the process of dedicating certain roadways and utility improvements located within Area III of the Ocean Pointe project to the City and County of Honolulu; and

WHEREAS, due to engineering considerations, certain sewer lines serving single family dwellings in Area IIIA of the Ocean Pointe project were installed in portions of private service lanes, which then connect to sewer lines located in roads that are in the process of being dedicated to the City and County of Honolulu; and

WHEREAS, Grantor is the developer of Area IIIA of the Ocean Pointe project, which includes the property described in the attached Exhibit A, which exhibit is incorporated by reference; and

WHEREAS, Grantor, as the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Ke'alohe Kai, dated March 5, 2005, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 3237190, as amended and supplemented (the "Ke'alohe Kai CC&Rs"), reserved the right to grant and dedicate easements to the City and County of Honolulu for public utility purposes;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

That the Grantor acting pursuant to the rights reserved to it under the Ke'alohe Kai CC&Rs, and in consideration of the sum of ONE DOLLAR (\$1.00), to it paid by the Grantee, the receipt of which is hereby acknowledged, and of the covenants of the Grantor and the Grantee as hereinafter contained, does hereby grant, bargain, sell and convey unto the Grantee, its successors or permitted assigns forever, a non-exclusive easement to construct, reconstruct, install, maintain, operate, repair and remove underground sewer pipelines with manholes and other appurtenant equipment, as part of a sewer system, through, under and across the parcel or parcels of land described in Exhibit A attached hereto and made a part hereof, hereinafter referred to as the "easement area".

TOGETHER WITH the right of ingress to and egress from the easement area for all purposes in connection with this grant of easement, and together also with the right to construct, reconstruct, install, maintain, operate, repair and remove from the easement area, such sewer pipelines, manholes and other equipment as the Grantee shall deem necessary or expedient for the proper maintenance, operation, or repair of said sewer system.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and permitted assigns, for the aforesaid purposes.

THE PARTIES HERETO DO FURTHER MUTUALLY COVENANT AND AGREE AS FOLLOWS:

1. That the Grantor shall not at any time during the term of this indenture erect or place any building foundation of any kind below the surface of the easement area or at any time erect or place any building or structure of any kind, other than walls, fences, roads, walks, curbs or appurtenances thereof, or stockpile any material above or on the surface of the easement area, unless said building, structure, building foundation, or stockpile, shall be first approved by the City and County of Honolulu by its Department of Environmental Services and unless the same shall not interfere with the Grantee's use of the easement area for construction, reconstruction, installation, maintenance, operation, repair and removal of, or access to said sewer system and easement area; provided, however, that this provision shall not prohibit the Grantor from planting or maintaining grass, shrubs and similar plants within the easement area, or from laying, maintaining, operating, repairing or removing its own water or sewer pipelines, conduits or drains below the surface of the easement area insofar as such uses do not interfere with the exercise by the Grantee of the rights herein granted.

2. That in the event it is necessary or convenient for the Grantee to destroy, remove or alter any building, structure or building foundation, within the easement area, in order to construct, reconstruct, install, maintain, operate, repair or remove its sewer system or any appurtenant equipment therein, the Grantee, except as otherwise herein provided, shall not be liable for the replacement or restoration of the same; it being the intention of the parties hereto that any loss sustained by reason thereof shall fall upon the Grantor.

3. That after the completion of any construction, reconstruction, installation, maintenance, operation, repair or removal work by the Grantee, the Grantee shall restore the surface of the ground within the easement area to its original condition to the extent that such restoration is reasonably possible.

4. That the Grantee shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of the Grantor.

5. That any sewer pipelines, manholes or other appurtenant equipment constructed, reconstructed or installed within the easement area and maintained, operated or repaired by the Grantee shall be and remain the property of the Grantee.

6. That in the event the Grantee shall at any time completely remove its sewer pipelines from any parcel or parcels of land comprising the easement area and shall, for a period of two (2) or more consecutive years, fail to reinstall any sewer pipelines through, under or across said parcels of land, or shall for a like period cease to maintain or operate a sewer system through, under or across any parcel or parcels of land comprising the easement area, then the rights herein granted and the obligations herein imposed shall thereupon terminate, as to such parcel or parcels of land, without any action on the part of the Grantor or Grantee, save and except that nothing herein contained shall be deemed to be an abandonment of said rights and obligations insofar as they affect other parcel or parcels of land within the easement area which have not been abandoned; provided, however, that nothing herein shall require the Grantee to remove therefrom, upon such abandonment, any structure or equipment constructed or placed within the easement area or to do any work therein.

7. That when more than one person is involved in the grant of this indenture and the covenants herein contained, the terms "Grantor" and "Grantee" in the singular shall include the plural.

8. That the term "Grantor" wherever used herein shall be held to mean and include the Grantor acting pursuant to its reserved rights. The obligations of the Grantor herein shall be binding upon the Grantor's successors-in-interest in the parcel or parcels of land underlying the easement area and all other persons having any right, title, or interest in said parcel or parcels of land, and the Grantor shall have no continuing liability or obligations with respect thereto. The term "Grantee" wherever used herein shall be held to mean the City and County of Honolulu and its successors or permitted assigns and that this instrument shall be binding upon and shall inure to the benefit of the parties hereto and their said respective successors and assigns.

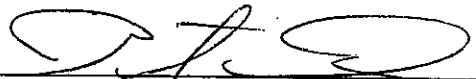
[The remainder of this page is intentionally left blank.]

9. That the parcel or parcels of land herein referred to as the "easement area" are more particularly described in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

KE NOHO KAI DEVELOPMENT, LLC,  
a Hawaii limited liability company

By HASEKO HOMES, INC.,  
a Hawaii corporation  
Its Manager

By   
Name: Tsutomu Sagawa  
Title: Executive Vice President


"Grantor"

CITY AND COUNTY OF HONOLULU,  
a municipal corporation of the State of Hawaii


By \_\_\_\_\_  
Name: KIRK CALDWELL  
Title: MAYOR

"Grantee"

APPROVED AS TO CONTENTS

  
Department of Environmental Service

APPROVED AS TO FORM AND LEGALITY

  
Deputy Corporation Counsel  
MARILYN C. USHIJIMA

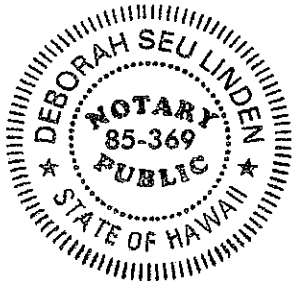
STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)  
)  
)  
SS.

On this 6th day of July, 2009, in the First Circuit, State of Hawaii'i, before me personally appeared Tsutomu Sagawa, ☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person is the Executive Vice President of HASEKO HOMES, INC., a Hawaii corporation, as the Manager of KE NOHO KAI DEVELOPMENT, LLC, a Hawaii limited liability company, that said person executed the foregoing instrument identified or described as Grant of Sewer Easements, as such person's free act and deed as having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated undated at time of notarization  
and contained 5 pages not counting notarization or exhibits  
                     pages at the time of this acknowledgment/certification.



Deborah Seu Linden

Notary Public, State of Hawaii

Deborah Seu Linden

Printed Name of Notary Public

My commission expires: 09/29/09

STATE OF HAWAII )  
 : ss.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared KIRK CALDWELL, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument dated July 6, 2009, containing 21 pages, being a Grant of Sewer Easements, was signed and sealed in behalf of said municipal corporation by authority of its City Council, and said KIRK CALDWELL acknowledged the instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public, First Circuit of the State of  
Hawaii

\_\_\_\_\_  
Print Name of Notary Public

My commission expires:

EXHIBIT "A"

-FIRST:-

That certain easement situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, as shown on Map No.1234, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of The Trustees of Under the Will and of the Estate of James Campbell, Deceased, the easement numbers, areas, lots through which such easements pass and the Land Court Certificates of Titles covering the same, being more particularly described as follows:

Easement 8374, containing an area of 14,412 square feet, for access and utility purposes, as shown on Map 1234, as set forth in Land Court Order No. 160520, recorded on March 15, 2005, affecting Lots 15795 to 15830, inclusive, 15927 and 15929.

Said Lots 15795 to 15830, inclusive, 15927 and 15929 are situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, and are more particularly described and covered by the Land Court Certificates of Title numbers listed in Exhibit "B", attached hereto and made a part hereof.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. The terms and provisions contained in the following:

INSTRUMENT : TRUSTEE'S LIMITED WARRANTY DEED

DATED : September 5, 1984

FILED : Land Court Document No. 1255764

The foregoing includes, but is not limited to, matters relating to water reservation, nonexclusive rights of way, and right to enter.

Confirmation of Deed Provision and Reaffirmation of Reservations dated January 17, 2007, filed as Land Court Document No. 3543687.

3. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR  
CONDITIONAL ZONING

DATED : May 10, 1985  
FILED : Land Court Document No. 1298651  
PARTIES : M.S.M. & ASSOCIATES, INC., a Colorado corporation

4. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED

DATED : December 22, 1989  
FILED : Land Court Document No. 1693437

The foregoing includes, but is not limited to, matters relating  
to water reservation.

CONFIRMATION OF DEED PROVISIONS AND REAFFIRMATION OF RESERVATIONS  
dated March 12, 2004, recorded as Document No. 3086815. Consent  
and Joinder of City Bank, a Hawaii corporation, by instrument  
dated --- (acknowledged February 17, 2004), filed as Land Court  
Document No. 3086816.

CONFIRMATION OF DEED PROVISIONS AND REAFFIRMATION OF RESERVATIONS  
dated January 17, 2007, filed as Land Court Document No. 3543687.

5. The terms and provisions, including the failure to comply

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OCEAN POINTE (RESIDENTIAL)

DATED : September 15, 1998  
FILED : Land Court Document No. 2486145

Said Declaration was amended by instrument dated October  
30, 1998, filed as Land Court Document No. 2498586.

Said Declaration was supplemented by instrument dated March 2,  
2005, filed as Land Court Document No. 3237189.

6. The terms and provisions contained in the following:

INSTRUMENT : CONSTRUCTION RIGHT OF ENTRY AND TEMPORARY GRANT OF  
EASEMENT AGREEMENT

DATED : October 8, 2004  
FILED : Land Court Document No. 3192348  
PARTIES : HASEKO (EWA), INC., a Hawaii corporation,

"Grantor", and HAWAIIAN ELECTRIC COMPANY, INC.,  
"HECO"

7. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR KE'ALOHI KAI

DATED : March 2, 2005  
FILED : Land Court Document No. 3237190

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED : March 15, 2005  
FILED : Land Court Document No. 3242284

9. LIMITED RESTRICTION OF VEHICULAR ACCESS RIGHTS

SHOWN : on Map 1234, as set forth by Land Court Order  
No. 160520, filed March 15, 2005

10. GRANT OF EASEMENT

TO : KE'ALOHI KAI COMMUNITY ASSOCIATION, INC., a Hawaii  
nonprofit corporation

DATED : March 15, 2005  
FILED : Land Court Document No. 3242285  
GRANTING : perpetual nonexclusive easements for ingress and  
egress for vehicular and pedestrian access, storm  
drain and utility purposes over said  
Easement(s) "8374"  
CONSENT : given by CITY BANK, a Hawaii corporation, by  
instrument dated March 15, 2005, filed as Land  
Court Document No. 3242286

11. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP PERMIT  
NO. 2003/PDH-3)

DATED : April 25, 2005  
FILED : Land Court Document No. 3261278

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP PERMIT  
NO. 2003/PDH-3)

DATED : May 31, 2005  
FILED : Land Court Document No. 3277897

13. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP PERMIT  
NO. 2003/PDH-3)

DATED : August 1, 2005  
FILED : Land Court Document No. 3308896

-SECOND:-

That certain easement situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, as shown on Map No. 1234, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of The Trustees of Under the Will and of the Estate of James Campbell, Deceased, the easement numbers, areas, lots through which such easements pass and the Land Court Certificates of Titles covering the same, being more particularly described as follows:

Easement 8377, containing an area of 4,683 square feet, for access and utility purposes, as shown on Map 1234, as set forth in Land Court Order No. 160520, recorded on March 15, 2005, affecting Lots 15866, and 15868 to 15872, inclusive.

Said Lots 15866, and 15868 to 15872, inclusive, are situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, and are more particularly described and covered by the Land Court Certificates of Title numbers listed in Exhibit "B", attached hereto and made a part hereof.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. The terms and provisions contained in the following:

INSTRUMENT : TRUSTEE'S LIMITED WARRANTY DEED

DATED : September 5, 1984  
FILED : Land Court Document No. 1255764

(Area IIIA - Sewer Easements) EXHIBIT "A"

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{00070567-4}

Description Compared  
and Checked  
Land Division (Mud)

The foregoing includes, but is not limited to, matters relating to water reservation.

Confirmation of Deed Provision and Reaffirmation of Reservations dated January 17, 2007, filed as Land Court Document No. 3543687.

3. The terms and provisions contained in the following:

INSTRUMENT : CERTIFICATE AND AUTHORIZATION

DATED : Effective January 1, 1985  
FILED : Land Court Document No. 1406639  
PARTIES : M.S.M. & ASSOCIATES, INC., a Colorado corporation,  
and the TRUSTEES UNDER THE WILL AND OF THE ESTATE  
OF JAMES CAMPBELL, DECEASED, acting in their  
fiduciary and not in their individual capacities  
  
RE : Reclassification of the land described herein,  
besides other land, from Agricultural District to  
Urban District, subject to the conditions set forth  
therein

DECLARATION REGARDING ORDER GRANTING IN PART AND DENYING IN PART  
MOTION TO AMEND DECISION AND ORDER ENTERED ON SEPTEMBER 21, 1984  
dated January 29, 1999, filed as Land Court Document No. 2518877.

4. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED

DATED : December 22, 1989  
FILED : Land Court Document No. 1693437

The foregoing includes, but is not limited to, matters relating to water reservation.

CONFIRMATION OF DEED PROVISIONS AND REAFFIRMATION OF RESERVATIONS dated March 12, 2004, recorded as Document No. 3086815. Consent and Joinder of City Bank, a Hawaii corporation, by instrument dated --- (acknowledged February 17, 2004), filed as Land Court Document No. 3086816.

CONFIRMATION OF DEED PROVISIONS AND REAFFIRMATION OF RESERVATIONS dated January 17, 2007, filed as Land Court Document No. 3543687.

5. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR  
CONDITIONAL ZONING

DATED : November 29, 1993  
FILED : Land Court Document No. 2091140  
DECLARANT : HASEKO (EWA), INC., a Hawaii corporation

Said Unilateral Agreement and Declaration for Conditional Zoning was amended by instruments dated February 12, 2002, filed as Land Court Document No. 2778785, and dated October 23, 2002, filed as Land Court Document No. 2857087.

Consent thereto given by KE NOHO KAI DEVELOPMENT, LLC, a Hawaii limited liability company, and joinder by HASEKO HOMES, INC., by instrument dated November 1, 2002, filed as Land Court Document No. 2857088.

6. The terms and provisions, including the failure to comply

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OCEAN POINTE (RESIDENTIAL)

DATED : September 15, 1998  
FILED : Land Court Document No. 2486145

Said Declaration was amended by instrument dated October 30, 1998, filed as Land Court Document No. 2498586.

Said Declaration was supplemented by instrument dated March 2, 2005, filed as Land Court Document No. 3237189.

7. The terms and provisions contained in the following:

INSTRUMENT : CONSTRUCTION RIGHT OF ENTRY AND TEMPORARY GRANT OF  
EASEMENT AGREEMENT

DATED : October 8, 2004  
FILED : Land Court Document No. 3192348  
PARTIES : HASEKO (EWA), INC., a Hawaii corporation,  
"Grantor", and HAWAIIAN ELECTRIC COMPANY, INC.,  
"HECO"

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR KE'ALOHI KAI

DATED : March 2, 2005  
FILED : Land Court Document No. 3237190

9. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE  
PARK)

DATED : March 15, 2005  
FILED : Land Court Document No. 3242284

10. GRANT OF EASEMENT

TO : KE'ALOHI KAI COMMUNITY ASSOCIATION, INC., a Hawaii  
nonprofit corporation

DATED : March 15, 2005  
FILED : Land Court Document No. 3242285  
GRANTING : perpetual nonexclusive easements for ingress and  
egress for vehicular and pedestrian access, storm  
drain and utility purposes over said Easement(s)  
"8377"

CONSENT : given by CITY BANK, a Hawaii corporation, by  
instrument dated March 15, 2005, filed as  
Land Court Document No. 3242286

11. GRANT OF EASEMENT

TO : KE'ALOHI KAI COMMUNITY ASSOCIATION, INC., a  
Hawaii nonprofit corporation

DATED : March 15, 2005  
FILED : Land Court Document No. 3242285  
GRANTING : perpetual nonexclusive easements for ingress and  
egress for vehicular and pedestrian access, storm  
drain and utility purposes over said Easement(s)  
"8377"

CONSENT : given by CITY BANK, a Hawaii corporation, by  
instrument dated March 15, 2005, filed as Land  
Court Document No. 3242286

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP PERMIT  
NO. 2003/PDH-3)

DATED : October 25, 2005  
FILED : Land Court Document No. 3346361

-THIRD:-

That certain easement situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, as shown on Map No. 1234, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of The Trustees of Under the Will and of the Estate of James Campbell, Deceased, the easement numbers, areas, lots through which such easements pass and the Land Court Certificates of Titles covering the same, being more particularly described as follows:

Easement 8378, containing an area of 17,022 square feet, for access and utility purposes, as shown on Map 1234, as set forth in Land Court Order No. 160520, recorded on March 15, 2005, affecting Lots 15886 to 15924, inclusive, 15928 and 15932.

Said Lots 15886 to 15924, inclusive, 15928 and 15932, are situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, and are more particularly described and covered by the Land Court Certificates of Title numbers listed in Exhibit "B", attached hereto and made a part hereof.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. The terms and provisions contained in the following:

INSTRUMENT : TRUSTEE'S LIMITED WARRANTY DEED

DATED : September 5, 1984  
FILED : Land Court Document No. 1255764

The foregoing includes, but is not limited to, matters relating to water reservation.

Confirmation of Deed Provision and Reaffirmation of Reservations dated January 17, 2007, filed as Land Court Document No. 3543687.

Description Compared  
and Checked  
Land Division *MW*

3. The terms and provisions contained in the following:

INSTRUMENT : CERTIFICATE AND AUTHORIZATION

DATED : Effective January 1, 1985

FILED : Land Court Document No. 1406639

PARTIES : M.S.M. & ASSOCIATES, INC., a Colorado corporation,  
and the TRUSTEES UNDER THE WILL AND OF THE ESTATE  
OF JAMES CAMPBELL, DECEASED, acting in their  
fiduciary and not in their individual capacities

RE : Reclassification of the land described herein,  
besides other land, from Agricultural District to  
Urban District, subject to the conditions set forth  
therein

DECLARATION REGARDING ORDER GRANTING IN PART AND DENYING IN PART  
MOTION TO AMEND DECISION AND ORDER ENTERED ON SEPTEMBER 21, 1984  
dated January 29, 1999. filed as Land Court Document No. 2518877.

4. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED

DATED : December 22, 1989

FILED : Land Court Document No. 1693437

The foregoing includes, but is not limited to, matters relating  
to water reservation.

CONFIRMATION OF DEED PROVISIONS AND REAFFIRMATION OF RESERVATIONS  
dated March 12, 2004, recorded as Document No. 3086815. Consent  
and Joinder of City Bank, a Hawaii corporation, by instrument  
dated --- (acknowledged February 17, 2004), filed as Land Court  
Document No. 3086816.

CONFIRMATION OF DEED PROVISIONS AND REAFFIRMATION OF RESERVATIONS  
dated January 17, 2007, filed as Land Court Document No. 3543687.

5. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR  
CONDITIONAL ZONING

DATED : November 29, 1993

FILED : Land Court Document No. 2091140

DECLARANT : HASEKO (EWA), INC., a Hawaii corporation

Said Unilateral Agreement and Declaration for Conditional Zoning was amended by instruments dated February 12, 2002, filed as Land Court Document No. 2778785, and dated October 23, 2002, filed as Land Court Document No. 2857087.

Consent thereto given by KE NOHO KAI DEVELOPMENT, LLC, a Hawaii limited liability company, and joinder by HASEKO HOMES, INC., by instrument dated November 1, 2002, filed as Land Court Document No. 2857088.

6. The terms and provisions, including the failure to comply

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR OCEAN POINTE (RESIDENTIAL)

DATED : September 15, 1998  
FILED : Land Court Document No. 2486145

Said Declaration was amended by instrument dated October 30, 1998, filed as Land Court Document No. 2498586.

Said Declaration was supplemented by instrument dated March 2, 2005, filed as Land Court Document No. 3237189.

7. The terms and provisions contained in the following:

INSTRUMENT : CONSTRUCTION RIGHT OF ENTRY AND TEMPORARY  
GRANT OF EASEMENT AGREEMENT

DATED : October 8, 2004  
FILED : Land Court Document No. 3192348  
PARTIES : HASEKO (EWA), INC., a Hawaii corporation,  
"Grantor", and HAWAIIAN ELECTRIC COMPANY, INC.,  
"HECO"

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR KE'ALOHI KAI

DATED : March 2, 2005  
FILED : Land Court Document No. 3237190

9. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED : March 15, 2005  
FILED : Land Court Document No. 3242284

10. GRANT OF EASEMENT

TO : KE'ALOHI KAI COMMUNITY ASSOCIATION, INC., a Hawaii  
nonprofit corporation

DATED : March 15, 2005

FILED : Land Court Document No. 3242285

GRANTING : perpetual nonexclusive easements for ingress and  
egress for vehicular and pedestrian access, storm  
drain and utility purposes over said Easement(s)  
"8378"

CONSENT : given by CITY BANK, a Hawaii corporation, by  
instrument dated March 15, 2005, filed as Land  
Court Document No. 3242286

11. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP  
PERMIT NO. 2003/PDH-3)

DATED : May 31, 2005

FILED : Land Court Document No. 3277897

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP PERMIT  
NO. 2003/PDH-3)

DATED : March 15, 2005

FILED : Land Court Document No. 3242287

13. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP PERMIT  
NO. 2003/PDH-3)

DATED : April 1, 2005

FILED : Land Court Document No. 3248840

14. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (DPP PERMIT  
NO. 2003/PDH-3)

DATED : December 19, 2007

FILED : Land Court Document No. 3695352

**\*\*\*TO BE UPDATED PRIOR TO RECORDATION\*\*\***

**EXHIBIT "B"**

-FIRST:-

LC Lot No.	C/T
15795	749,424
15796	1,088,942
15797	1,044,305
15798	937,539
15799	857,943
15800	1,008,022
15801	1,079,211
15802	971,406
15803	1,084,639
15804	922,449
15805	960,185
15806	765,762
15807	949,919
15808	1,080,632
15809	767,173
15810	986,608
15811	1,044,209
15812	768,252
15813	768,621
15814	1,043,684
15815	1,056,339
15816	1,000,849
15817	1,090,064
15818	889,517
15819	981,296
15820	770,123
15821	1,058,955
15822	821,999
15823	972,825
15824	1,040,936
15825	755,860
15826	768,020
15827	1,064,140
15828	754,974
15829	754,976
15830	938,396
15927	770,294
15929	770,294

-SECOND:-

LC Lot No.	C/T
15866	782,449
15868	979,789
15869	780,967
15870	1,079,389
15871	780,140
15872	781,171

-THIRD:-

LC Lot No.	C/T
15886	758,768
15887	977,269
15888	1,048,627
15889	757,374
15890	984,557
15891	946,182
15892	756,147
15893	757,754
15894	1,055,796
15895	745,988
15896	1,063,181
15897	972,256
15898	1,084,578
15899	1,072,326
15900	745,345
15901	744,811
15902	1,028,924
15903	744,594
15904	744,624
15905	897,182
15906	1,009,622
15907	890,312
15908	893,154
15909	739,468
15910	939,209
15911	1,042,498
15912	892,112
15913	1,061,111
15914	741,747
15915	911,474
15916	1,079,651
15917	865,504

LC Lot No.	C/T
15918	1,077,116
15919	1,070,597
15920	1,011,998
15921	743,696
15922	1,067,657
15923	1,066,312
15924	888,827
15928	803,411
15932	770,294